

DOIT MASTER AGREEMENT NUMBER:

B-03-013

DOIT APPROVAL DATE:

11/24/03**VENDOR NAME:** **MCI WORLDCOM Communications, Inc.****FEIN:** **47-0751768****SERVICE/PRODUCT NAME:** **Internet Access: Dedicated Internet Service****SERVICE/PRODUCT DESCRIPTION:**

MCI's UUNET global IP network is one of the highest quality, most scalable and rigorously engineered Internet networks in the world. The global IP backbone provides connectivity to more than 100 countries, 2,600 cities and more than 3,800 global points of presence (POPs). It is the most expansive IP network in the world.

All of the dedicated Internet services include:

- Install Engineer
- Primary – Secondary DNS Hosting
- Five Newsreader accounts
- IP Addresses Allocation
- Expert circuit provisioning
- Weekly/monthly usage statistics
- 24x7 technical support
- Industry leading service level agreements
- SMTP (Simple Mail Transfer Protocol) Relay
- MX Email Backup
- Mailbagging
- UUCP (UNIX to UNIX Copy Protocol) Feed Over TCP
- POP3 Email accounts

MCI's dedicated Internet offerings include the following speeds and services.

- **Dedicated 56K.** An entry-level leased-line Internet connection.
- **Dedicated 768K.** A scaled down T1 service that is capped at 768 Kbps of bandwidth, available to the customer at all times.
- **Dedicated T1.** Trunk Level 1 digital transmission link with a total signaling speed of 1,544 Mbps.
- **Dedicated T3.** A digital signal operating at a signaling rate of 45 Mbps.
- **Dedicated OC-3.** A SONET channel equal to three DS-3s, which equal to 155.52 million bits per second.
- **Dedicated OC-12.** Includes OC-12 Internet Access with Burstable, Price Protected, Double/Diverse, Shadow, and Tiered options.
- **Dedicated OC-48.** Includes OC-48 Internet Access with Burstable, Price Protected, and Shadow options
- **Dedicated Ethernet.** Includes Internet access at speeds of 1-500 Mbps to customers in MCI lit buildings.
- **Dedicated GigE - Port Only Services.** A dedicated point-to-point Internet access product based on the IEEE 802.3z Gigabit Ethernet standard.
- **Dedicated ISDN Backup.** A backup service for Internet Dedicated 768K and T1 customers, including Burstable and 768K.

SERVICE LEVELS:

SLAs are available for the following Internet products:

- **Internet Dedicated 56K**
- **Internet Frame Relay**
- **Internet Dedicated T1 (Burstable, Price Protected, Double/Diverse, Multi Line, Tiered)**
- **T3 Burstable, Tiered, ATM, Double/Diverse**
- **OC-N (OC-3, OC-12, OC-48)**
- **Internet Dedicated GigE – Port Only**
- **Internet Dedicated Ethernet**
- **Internet Dedicated Global Transit**

SLA.1

MCI's Availability Guarantee declares that the MCI Network (as defined in the applicable service agreement) will be available 100% of the time. If MCI fails to meet this Guarantee during any given calendar month, Customer's account will be credited. At Customer's request, MCI will calculate the "Network Unavailability" in a calendar month. "Network Unavailability" consists of the number of minutes that the MCI Network, or an MCI-ordered telephone company circuit in the contiguous U.S., was not available to Customer. This will not include unavailability continuing for one hour or less which Customer fails to report to MCI within 30 days from the date the SLA was not met, or any unavailability resulting from: (a) MCI Network maintenance; (b) MCI-ordered telephone company circuits outside the contiguous U.S.; (c) any Customer-ordered telephone company circuits; (d) Customer's applications, equipment, or facilities; (e) acts or omissions of Customer, or any use or user of the service authorized by Customer; or, (f) reasons of Force Majeure (as defined in the applicable service agreement).

If MCI fails to meet this Availability Guarantee, the account shall be credited the pro-rated charges, which include one day of the MCI Monthly Fee and one day of the telephone company line charges for each cumulative hour of Network Unavailability, or fraction thereof in any calendar month.

SLA.2

MCI's U.S. Latency Guarantee averages round-trip transmissions of 55 milliseconds or less between MCI-designated inter-regional transit backbone routers ("Hub Routers") in the contiguous U.S. MCI's Transatlantic Latency Guarantee averages round-trip transmissions of 95 milliseconds or less between an MCI Hub Router in the New York metropolitan area and an MCI Hub Router in the London metropolitan area.

Latency are measured by averaging sample measurements taken during a calendar month between Hub Routers. Network performance statistics relating to the U.S. Latency Guarantee and the Transatlantic Latency Guarantee are posted at the following location: <http://www.worldcom.com/global/about/network/latency/>.

If MCI fails to meet any Network Latency Guarantee in a calendar month, Customer's account shall be automatically credited for that month. The credit will consist of pro-rated charges for one day of the MCI Monthly Fee for the service with respect to which this Guarantee has not been met. Credits will not be issued if failure to meet either the U. S. Latency Guarantee or the Transatlantic Latency Guarantee is attributable to reasons of Force Majeure (as defined in the applicable service agreement).

SLA.3

MCI provides two types of reporting guarantees, a Network Outage Notification Guarantee and a Scheduled Maintenance Notification Guarantee. MCI's Network Outage Guarantee provides Customer notification within 15 minutes after it is determined that service is unavailable. MCI's standard procedure is to ping Customer's router every five minutes. If the router does not respond after two consecutive five-minute ping cycles, MCI will deem the service unavailable and the Customer's point of contact will be notified by telephone, e-mail, fax, or pager, as elected by MCI. Scheduled Maintenance Notification Guarantee shall include any maintenance at the UUNET hub to which Customer's circuit is connected (a) of which Customer is notified 48 hours in advance, and (b) that is performed during a standard maintenance window. The standard maintenance window is Tuesdays and Thursdays from 3 AM to 6 AM local time of the UUNET hub to which the circuit is connected. Notice of Scheduled Maintenance will be provided to Customers' designated point of contact by telephone, e-mail, fax, or pager, as elected by MCI.

This Customer Reporting Guarantee is only available for service provided entirely in the contiguous U.S. Customer is solely responsible for providing MCI accurate and current contact information for their designated points of contact. MCI will be

relieved of its obligations under this Customer Reporting Guarantee if the contact information provided by Customer is inaccurate or omitted, or if MCI's failure is due to reasons of Force Majeure (as defined in the applicable service agreement).

If MCI fails to meet this Customer Reporting Guarantee, at Customer's request, the account shall be credited the pro-rated charges for one day of the MCI Monthly Fee for the service with respect to which this Guarantee has not been met. Customer may obtain no more than one credit per day, irrespective of how often in that day MCI failed to meet the Customer Reporting Guarantee.

SLA.4

MCI offers both a North America and Transatlantic Network Packet Delivery Guarantee. MCI's North American Network Packet Delivery Guarantee is packet delivery of 99.5% or greater between UUNET-designated Hub Routers in North America. The Transatlantic Network Packet Delivery Guarantee is packet delivery of 99.5% or greater between a UUNET-designated Hub Router in the New York metropolitan area and a UUNET-designated Hub Router in the London metropolitan area.

Packet delivery is measured by averaging sample measurements taken during a calendar month between Hub Routers. Network Performance statistics relating to the Network Packet Delivery Guarantees shall be posted at the following location: <http://www.worldcom.com/global/about/network/latency/>.

No credits will be issued if failure to meet a Network Packet Delivery Guarantee is attributable to reasons of Force Majeure (as defined in the applicable service agreement). If MCI fails to meet any Network Packet Delivery Guarantee in a calendar month, Customer's account shall be automatically credited for that month. The credit will include the pro-rated charges for one day of the MCI Monthly Fee for the service with respect to which a Network Packet Delivery Guarantee has not been met.

SERVICE AVAILABILITY/LIMITATIONS:

Service availability for Internet Dedicated services should be verified with your MCI account team.

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VENDOR NAME: MCI WORLDCOM Communications, Inc.						VENDOR FEIN: 47-0751768				
SERVICE NAME: Internet - Dedicated Services										
Note: A 2% credit will be issued monthly against the local access charges per the MCI Master Agreement, Amendment #1.										
Activity (Add, Delete, Change)	Date of Vendor Request	Date Approved By DOIT	Item	Item Code	Description of Service/Equipment	Unit	Initial Conversion: Non- Recurring Unit Cost	Post- Conversion: Non- Recurring Unit Cost	Recurring Monthly Cost	
					T1					
Add	10/20/03		11/24/03	1		T1 Burstable - 0 to 128 Kbps	ea	\$0.00	\$0.00	\$ 487.55
Add	10/20/03		11/24/03	2		T1 Burstable - 129 to 256	ea	\$0.00	\$0.00	\$ 683.55
Add	10/20/03		11/24/03	3		T1 Burstable - 257 to 384	ea	\$0.00	\$0.00	\$ 879.55
Add	10/20/03		11/24/03	4		T1 Burstable - 385 to 512	ea	\$0.00	\$0.00	\$ 928.55
Add	10/20/03		11/24/03	5		T1 Burstable 513 Kbps to 1.5 Mbps	ea	\$0.00	\$0.00	\$ 1,026.55
Add	10/20/03		11/24/03	6		T1 Tiered 56 Kbps	ea	\$0.00	\$0.00	\$ 419.83
Add	10/20/03		11/24/03	7		T1 Tiered 384Kbps	ea	\$0.00	\$0.00	\$ 462.17
Add	10/20/03		11/24/03	8		T1 Tiered 768 Kbps	ea	\$0.00	\$0.00	\$ 541.90
Add	10/20/03		11/24/03	9		Price Protected T1	ea	\$0.00	\$0.00	\$ 791.60
Add	10/20/03	11/24/03	10		Shadow T1	ea	\$0.00	\$0.00	\$ 246.96	
Add	10/20/03	11/24/03	11		Double/Diverse T1	ea	\$0.00	\$0.00	\$ 1,715.00	
					T3					
Add	10/20/03		11/24/03	12		T3 Burstable - 0 to 3 Mbps	ea	\$0.00	\$0.00	\$ 1,314.77
Add	10/20/03		11/24/03	13		T3 Burstable - 3.01 to 6	ea	\$0.00	\$0.00	\$ 2,629.54
Add	10/20/03		11/24/03	14		T3 Burstable - 6.01 to 7.5	ea	\$0.00	\$0.00	\$ 3,286.92
Add	10/20/03		11/24/03	15		T3 Burstable - 7.51 to 9	ea	\$0.00	\$0.00	\$ 3,944.30
Add	10/20/03		11/24/03	16		T3 Burstable - 9.01 to 10.5	ea	\$0.00	\$0.00	\$ 4,334.15
Add	10/20/03		11/24/03	17		T3 Burstable - 10.51 to 12	ea	\$0.00	\$0.00	\$ 4,953.31
Add	10/20/03		11/24/03	18		T3 Burstable - 12.01 to 13.5	ea	\$0.00	\$0.00	\$ 5,572.48
Add	10/20/03		11/24/03	19		T3 Burstable - 13.51 to 15	ea	\$0.00	\$0.00	\$ 6,191.64
Add	10/20/03		11/24/03	20		T3 Burstable - 15.01 to 16.5	ea	\$0.00	\$0.00	\$ 6,474.47
Add	10/20/03	11/24/03	21		T3 Burstable - 16.51 to 18.5	ea	\$0.00	\$0.00	\$ 7,063.06	
Add	10/20/03	11/24/03	22		T3 Burstable - 18.51 to 19.5	ea	\$0.00	\$0.00	\$ 7,651.64	
Add	10/20/03	11/24/03	23		T3 Burstable - 19.51 to 21	ea	\$0.00	\$0.00	\$ 7,389.20	
Add	10/20/03	11/24/03	24		T3 Burstable - 21.01 to 45	ea	\$0.00	\$0.00	\$ 15,364.44	
Add	10/20/03	11/24/03	25		Price Protected T3	ea	\$0.00	\$0.00	\$ 10,192.00	
Add	10/20/03	11/24/03	26		Shadow T3	ea	\$0.00	\$0.00	\$ 1,070.16	
Add	10/20/03	11/24/03	27		Double/Diverse T3	ea	\$0.00	\$0.00	\$ 20,384.00	
Add	10/20/03	11/24/03	28		T3 Tiered - 3 Mbps	ea	\$0.00	\$0.00	\$ 1,223.04	
Add	10/20/03	11/24/03	29		T3 Tiered - 6	ea	\$0.00	\$0.00	\$ 2,446.08	
Add	10/20/03	11/24/03	30		T3 Tiered - 9	ea	\$0.00	\$0.00	\$ 3,669.12	
Add	10/20/03	11/24/03	31		T3 Tiered - 12	ea	\$0.00	\$0.00	\$ 4,892.16	
Add	10/20/03	11/24/03	32		T3 Tiered - 15	ea	\$0.00	\$0.00	\$ 5,847.66	
Add	10/20/03	11/24/03	33		T3 Tiered - 18	ea	\$0.00	\$0.00	\$ 7,017.19	
Add	10/20/03	11/24/03	34		T3 Tiered - 21	ea	\$0.00	\$0.00	\$ 8,186.72	
Add	10/20/03	11/24/03	35		T3 Tiered - 24	ea	\$0.00	\$0.00	\$ 9,356.26	
Add	10/20/03	11/24/03	36		T3 Tiered - 27	ea	\$0.00	\$0.00	\$ 9,975.42	
Add	10/20/03	11/24/03	37		T3 Tiered - 30	ea	\$0.00	\$0.00	\$ 11,083.80	
Add	10/20/03	11/24/03	38		T3 Tiered - 33	ea	\$0.00	\$0.00	\$ 12,192.18	
Add	10/20/03	11/24/03	39		T3 Tiered - 36	ea	\$0.00	\$0.00	\$ 13,300.56	
Add	10/20/03	11/24/03	40		T3 Tiered - 39	ea	\$0.00	\$0.00	\$ 12,918.36	
Add	10/20/03	11/24/03	41		T3 Tiered - 45	ea	\$0.00	\$0.00	\$ 14,905.80	

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					OC3					
Add	10/20/03		11/24/03	42		OC3 Burstable - 0 to 45 Mbps	ea	\$0.00	\$0.00	\$ 11,204.34
Add	10/20/03		11/24/03	43		OC3 Burstable - 45 to 60	ea	\$0.00	\$0.00	\$ 14,685.30
Add	10/20/03		11/24/03	44		OC3 Burstable - 60 to 70	ea	\$0.00	\$0.00	\$ 16,993.20
Add	10/20/03		11/24/03	45		OC3 Burstable - 70 to 80	ea	\$0.00	\$0.00	\$ 18,855.20
Add	10/20/03		11/24/03	46		OC3 Burstable - 80 to 90	ea	\$0.00	\$0.00	\$ 20,795.11
Add	10/20/03		11/24/03	47		OC3 Burstable - 90 to 100	ea	\$0.00	\$0.00	\$ 22,698.76
Add	10/20/03		11/24/03	48		OC3 Burstable - 100 to 155	ea	\$0.00	\$0.00	\$ 33,633.60
Add	10/20/03		11/24/03	49		Price Protected OC3	ea	\$0.00	\$0.00	\$ 29,570.52
Add	10/20/03		11/24/03	50		Shadow OC3	ea	\$0.00	\$0.00	\$ 6,586.58
Add	10/20/03		11/24/03	51		Double/Diverse OC3	ea	\$0.00	\$0.00	\$ 57,667.12
Add	10/20/03		11/24/03	52		OC3 Tiered - 60 Mbps	ea	\$0.00	\$0.00	\$ 12,862.50
Add	10/20/03		11/24/03	53		OC3 Tiered - 70	ea	\$0.00	\$0.00	\$ 14,851.90
Add	10/20/03		11/24/03	54		OC3 Tiered - 80	ea	\$0.00	\$0.00	\$ 16,772.70
Add	10/20/03		11/24/03	55		OC3 Tiered - 90	ea	\$0.00	\$0.00	\$ 18,624.90
Add	10/20/03		11/24/03	56		OC3 Tiered - 100	ea	\$0.00	\$0.00	\$ 20,477.10
Add	10/20/03		11/24/03	57		OC3 Tiered - 155	ea	\$0.00	\$0.00	\$ 29,257.90
						OC12				
Add	10/20/03		11/24/03	58		OC12 Burstable - 0 to 150 Mbps	ea	\$0.00	\$0.00	\$ 33,177.90
Add	10/20/03		11/24/03	59		OC12 Burstable - 150 to 200	ea	\$0.00	\$0.00	\$ 40,901.28
Add	10/20/03		11/24/03	60		OC12 Burstable - 200 to 250	ea	\$0.00	\$0.00	\$ 49,259.21
Add	10/20/03		11/24/03	61		OC12 Burstable - 250 to 300	ea	\$0.00	\$0.00	\$ 60,005.40
Add	10/20/03		11/24/03	62		OC12 Burstable - 300 to 350	ea	\$0.00	\$0.00	\$ 67,381.86
Add	10/20/03		11/24/03	63		OC12 Burstable - 350 to 400	ea	\$0.00	\$0.00	\$ 75,140.52
Add	10/20/03		11/24/03	64		OC12 Burstable - 400 to 450	ea	\$0.00	\$0.00	\$ 82,516.98
Add	10/20/03		11/24/03	65		OC12 Burstable - 450 to 500	ea	\$0.00	\$0.00	\$ 93,981.02
Add	10/20/03	11/24/03	66		OC12 Burstable - 500 to 550	ea	\$0.00	\$0.00	\$ 100,811.62	
Add	10/20/03	11/24/03	67		OC12 Burstable - 550 to 622	ea	\$0.00	\$0.00	\$ 114,199.40	
Add	10/20/03	11/24/03	68		Price Protected OC-12	ea	\$0.00	\$0.00	\$ 97,946.10	
Add	10/20/03	11/24/03	69		Shadow OC-12	ea	\$0.00	\$0.00	\$ 22,383.20	
Add	10/20/03	11/24/03	70		Double/Diverse OC-12	ea	\$0.00	\$0.00	\$ 195,286.56	
Add	10/20/03	11/24/03	71		OC 12 Tiered - 150 Mbps	ea	\$0.00	\$0.00	\$ 36,941.10	
Add	10/20/03	11/24/03	72		OC 12 Tiered - 160	ea	\$0.00	\$0.00	\$ 38,724.70	
Add	10/20/03	11/24/03	73		OC 12 Tiered - 180	ea	\$0.00	\$0.00	\$ 42,429.10	
Add	10/20/03	11/24/03	74		OC 12 Tiered - 200	ea	\$0.00	\$0.00	\$ 45,893.40	
Add	10/20/03	11/24/03	75		OC 12 Tiered - 250	ea	\$0.00	\$0.00	\$ 55,806.10	
Add	10/20/03	11/24/03	76		OC 12 Tiered - 300	ea	\$0.00	\$0.00	\$ 65,067.10	
Add	10/20/03	11/24/03	77		OC 12 Tiered - 350	ea	\$0.00	\$0.00	\$ 73,745.00	
Add	10/20/03	11/24/03	78		OC 12 Tiered - 622	ea	\$0.00	\$0.00	\$ 119,261.10	
					Local Access (1 loop required) - Local Access Charges vary based on the location being served. Please call your MCI Account Team for exact pricing.					

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Add	10/20/03	11/24/03	79		DS0 Access is either \$131.75 or \$178.50	ea	\$0.00	\$0.00	TBD
Add	10/20/03		80		DS1 Access varies between \$197.60 and \$608.00.	ea	\$0.00	\$0.00	TBD
Add	10/20/03		81		DS3 Access is \$3,000.	ea	\$0.00	\$0.00	TBD
Add	10/20/03		82		OC3 to 101 East River Drive, East Hartford	ea	\$0.00	\$0.00	\$6,384.00
Add	10/20/03	11/24/03	83		OC3 and OC12	ea	\$0.00	\$0.00	TBD
Add	12/18/03	12/24/03	84		OC3 0-mile Fiber Cross Connect at Gold Street.	ea	\$0.00	\$0.00	\$300.00